



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 09-30-2021

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0211 4001 GSD2100000024 2	Procurement Folder:	865195
Document Name:	N Portico Stairs-Failing Concrete Slab Assessment & Design	Reason for Modification:	Change Order No. 1 is issued to increase and extend the contract per the attached documentation.
Document Description:	N Portico Stairs-Failing Concrete Slab Assessment & Design		
Procurement Type:	Central Purchase Order		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-03-29
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-29

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000000330 WDP & ASSOCIATES CONSULTING ENGINEERS INC 10621 GATEWAY BLVD #200 MANASSAS VA 20110-2055 US Vendor Contact Phone: 703-257-9280 Extension: 118 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Richard Scott Casdorph Requestor Phone: 304-957-7145 Requestor Email: scot.r.casdorph@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

22
FILE LOCATION _____

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 1 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

10-6-21
Bar

Purchasing Division's File Copy

Total Order Amount: \$515,280.00

ENTERED

MKP 10/04/2021

PURCHASING DIVISION AUTHORIZATION

DATE: 10/15/2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 10/15/2021
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 10-18-2021
ELECTRONIC SIGNATURE ON FILE

10/15/2021

Extended Description:
Change Order

Change Order No.1 is issued to increase and extend the original contract (762 days), per the attached documentation, according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.

Effective date of increase: May 29, 2021

Effective date of extension: May 29, 2021 to June 29 , 2023.

Original Contract Price:	\$	49,340.00
Change Order #1 Increase Requested:	\$	465,940.00
New Contract Price:	\$	515,280.00

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101505	0.00000		0.000000	49340.00
Service From	Service To	Manufacturer	Model No		
2021-03-29	2023-06-29				

Commodity Line Description: N Portico Stairs-Failing Concrete Slab Assessment & Design

Extended Description:
Phase I: Investigation & Reporting

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81101505	0.00000		0.000000	465940.00
Service From	Service To	Manufacturer	Model No		
2021-05-29	2023-06-29				

Commodity Line Description: Change Order 1: Additional Services

Extended Description:
Additional Services, per attached Change Order 1

September 29, 2021



State of West Virginia
General Services Division
112 California Avenue
Charleston, WV 25305

Attention: Bob Kilpatrick
 Business Manager

Reference: West Virginia State Capitol: North Stair Repair
 Additional Services for Design and Construction Phase Services
 WDP Project No. 21060

Charlottesville, VA

Manassas, VA

Blacksburg, VA

Myrtle Beach, SC

New York, NY

Dear Mr. Kilpatrick:

WDP & Associates Consulting Engineers, Inc., ("WDP") is pleased to submit this professional services agreement (the "Agreement") to the General Services Division (the "Client") for the work (the "Work") described in detail in the Scope of Services section of this Agreement. The Scope of Services generally includes development of two full sets of Construction Documents and providing Construction Administration Services for the repairs at the north exterior stair of Building 1 and additional investigation into the existing conditions at the stair once the selected architectural and structural components have been demolished.

SCOPE OF SERVICES

This Proposal for Professional Services is limited exclusively to the Work as described in this Scope of Services section, and anything not expressly described shall be considered expressly excluded from the Work. WDP proposes to perform the Work which is described as follows.

Task 1. Development of Phase-1 Contract Documents

WDP will develop Contract Documents for the selective demolition and temporary protection work at the north exterior stair of Building 1 as discussed in our on-site meeting with the GSD on September 2, 2021. The design will generally encompass the selective demolition work to expose concealed conditions and permit further evaluation of the concealed structural members in order to finalize the repair scope for the Phase 2 repair project. Figure 1 shows the terminology associated with each of the repair areas indicated in the scope of work outlined herein.

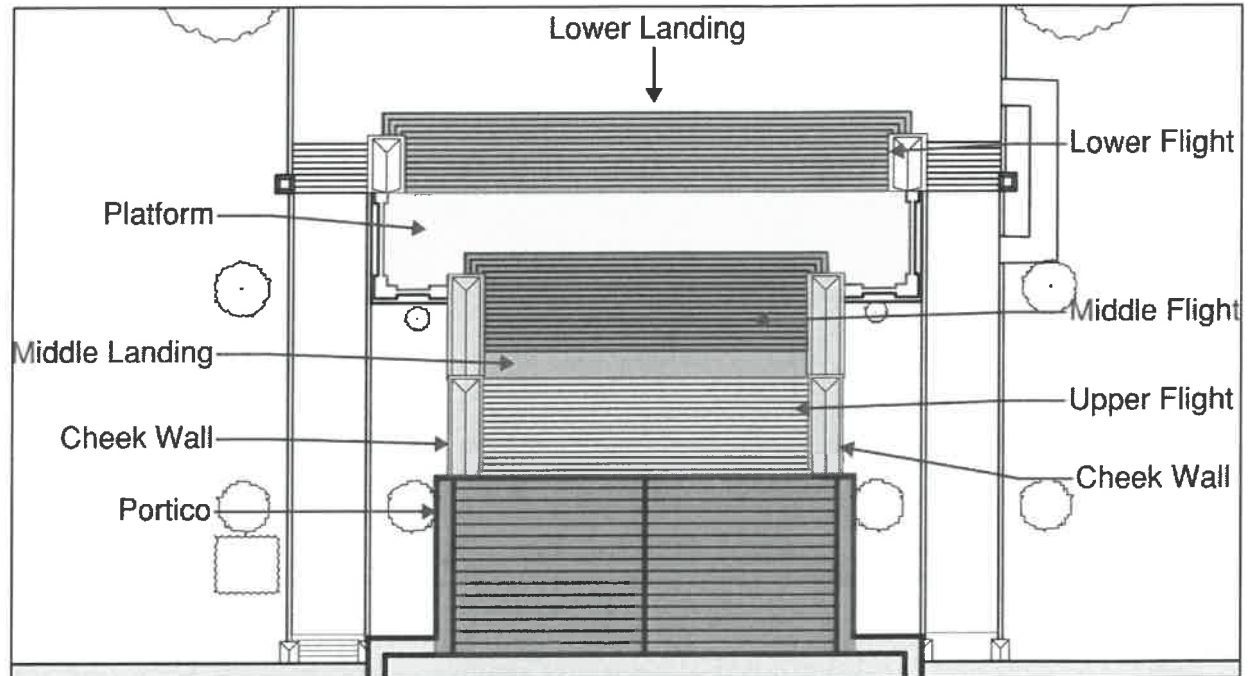


Figure 1. Terminology for North Stair Components

The scope of work for the Phase-1 project generally includes, but is not limited to:

- Construction of temporary barriers and pedestrian protection;
- Installation of temporary weather protection above the stair;
- Maintenance of temporary protection assemblies until commencement of Phase-2 construction work;
- Removal of interior finishes and MEP components in the rooms beneath the upper flight;
- Selective removal and salvage of the limestone pavers along the northern portion of the portico adjacent to the column bases;
- Removal and salvage of all limestone treads and pavers from the upper flight, middle landing, and middle flight.
- Removal and salvage of all granite treads from the lower landing;
- Selective removal and salvage of the concrete pavers at the lower landing;
- Removal of the brick pavers at the platform;
- Removal and salvage of the limestone copings and water tables from the tops of the cheek walls;
- Removal and salvage of the vertical limestone panels at the ends and stair-facing sides of the cheek walls;
- Complete survey and cataloging of all stonework pieces prior to and after removal;
- Safe storage of all salvaged stonework pieces on site;

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services
WDP Project No. 21060
September 29, 2021
Page No. 3



- Complete removal of the concrete slab from the upper flight, middle landing, middle flight, and platform; exposing the structural beams, columns, and foundation walls below; and
- Removal of the concrete covering from the steel structure below the upper flight, middle landing, and middle flight;

It is anticipated that two design submissions will be provided ahead of the official bid document submission: a schematic level design for review by the Capitol Building Commission and a 95% Design Submission. It is anticipated that WDP will participate in bi-weekly design review meetings to keep the GSD abreast and integrated with the design process. At key milestones during the design progress, the bi-weekly meeting will be treated as a "page turn" meeting where WDP will present the progress made to date on the design and discuss upcoming design tasks with the GSD to ensure the project team is in agreement with the approach.

Our Contract Documents will include a full Project Manual, Bid Documents, and Drawings including both architectural and structural demolition plans, elevations, sections, and details. Based on the complexity of removing the top off an occupied structure, our design will incorporate requirements for access, egress, and temporary protection.

The following outlines the anticipated coordination with various State agencies as the design progresses:

- State Historical Preservation Office (SHPO)
It is our anticipation to integrate SHPO into the design process and have representatives from SHPO attend the "page turn" bi-weekly progress meetings when necessary to ensure they are kept abreast of the scope of the project and anticipated historic preservation approach. The 95% Construction Documents will be provided to SHPO for formal review. For the purposes of this proposal, it is assumed that there will be additional coordination with SHPO to address any comments that are received.
- Capitol Building Commission (CBC)
WDP will provide a Schematic level design for review by the CBC. WDP will also develop a formal presentation and present the project to the CBC. It is anticipated that an off-cycle CBC meeting will be required based on the project schedule to allow review and comment by the CBC within the proposed design and construction schedule.

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services
WDP Project No. 21060
September 29, 2021
Page No. 4



- *Fire Marshal Review*

WDP will meet with the State Fire Marshal's Office to present the scope of work at the 95% design development phase for review and comment. Any feedback received from the Fire Marshal will be incorporated into the Construction Document submission. WDP will also submit the Plan Review Permit for the review of these documents and cover the fee associated with this review. For the purposes of this proposal, it is assumed that the plan review fee will be \$1,000.

Construction Document Submission

WDP will submit Construction Documents signed and sealed by a Professional Engineer licensed in the State of West Virginia which will include modifications based on feedback and comments received from the 95% submission. The Construction Documents will be submitted electronically as Adobe PDF files, and three (3) sets of hard copies will be provided to the GSD solely for the GSD's use.

Anticipated Design Schedule

The following is the proposed design schedule for the development of the Contract Documents:

Schematic Level Submission to CBC	End of September 2021
Presentation to CBC	October 2021
Submit 95% Construction Documents to GSD, SHPO & Fire Marshal	Week of October 1, 2021
Submit Construction Documents	Within two (2) weeks of receiving comments on Drawings and Specifications

Task 2. Phase-1 Bid Assistance

Upon completion of the final Construction Documents, WDP will assist the GSD with evaluating and selecting a qualified general contractor to perform the work. At the request of the GSD, WDP will issue the final Contract Documents to seven plan houses provided by the GSD. As part of the bidding process, WDP staff will attend a mandatory pre-bid meeting on-site to discuss the project and collect questions on the bid set from the potential bidders. Upon completion, WDP will prepare pre-bid meeting minutes to summarize the discussions to include written clarification of any questions from the potential bidders. WDP's staff will also review questions submitted in writing from the potential bidders and prepare any appropriate addenda necessary for the contract. WDP will submit pre-bid meeting minutes and any addenda for the GSD to submit to the WV State Purchasing Division for issuance to bidders. WDP will provide draft AIA A201 contract documents to Client for signature by Owner and Contractor prior to award of contract for construction.



Task 3. Phase-1 Construction Administration

WDP will provide Construction Administration Services during the Construction Phase of the project. It is anticipated these services will include conducting preconstruction meetings, attendance at progress meetings, reviewing submittals and shop drawings, responding to RFIs, performing construction observations, reviewing pay applications and change orders, and performing project closeout responsibilities. Based on the complexity of the project and the nature of the work, it has been our experience that we will need to be more intimately involved in the construction phase than is typically undertaken by the Designer of Record for new construction projects. WDP will be closely involved in the demolition to evaluate unforeseen conditions and provide additional guidance as needed to ensure successful execution of the project.

For the purposes of this proposal, we have assumed that these services will be provided for a period of five months beginning when the Notice to Proceed is issued to the successful bidder. Phase-1 Construction administration services will begin prior to the Contractor mobilization of the site as additional coordination and submittal reviews will be required prior to the start of work. Phase-1 Construction Administration Services performed beyond the anticipated five months will be considered Additional Services.

Task 4. Development of Phase-2 Contract Documents

WDP will develop a second set of Contract Documents for the execution of the repair work at the north stairs of Building 1 as outlined in our May 28, 2021, investigation report; our on-site meeting with the GSD on September 2, 2021; and the findings of our additional investigation; and post-investigation meetings with the GSD. The design will be developed in a manner that does not alter the historic appearance of the north stair in any way.

The base scope of work is subject to change based on observations of the existing construction during the Phase-1 work and the results of the additional field investigation, but it is generally anticipated to include:

- Maintenance of temporary protection assemblies;
- Follow-up survey of all stonework pieces prior to accepting custody;
- Historical treatment and repairs of damage in salvaged stonework pieces;
- Cleaning, repairs, supplementing, and recoating of existing structural steel members;
- Placement of new cast-in-place concrete stair slabs at the upper flight, middle landing, middle flight, and platform.



- Installation of new fluid-applied waterproofing membrane over stair slabs and integration of the new membrane at the perimeter;
- Disassembly of the temporary weather protection;
- Reinstallation of all salvaged limestone treads and pavers at the top landing, upper flight, and middle flight;
- Replacement of the paver assembly at the platform;
- Reinstallation of all salvaged granite treads at the lower flight;
- Reinstallation of salvaged pavers at the lower landing;
- Reinstallation of all salvage stonework at the cheek walls; and
- Restoration of the project site;

We have assumed that design for restoration of the interior finishes and MEP systems in the occupied spaces below the upper flight are excluded from the Scope of Work, but these design services can be provided as Additional Work.

Investigation Work

It is anticipated that the Phase-2 design work will be progressed concurrently with the Phase-1 demolition work. As part of the design process, WDP will perform additional investigation work at conditions that were not originally evaluated during our initial investigation described in our report dated May 28, 2021. The intent of the additional investigation work is to verify the conditions that are currently hidden from view and decrease the level of uncertainty in the repair project scope and to capture the previously hidden conditions in the Phase 2 Contract Documents.

To provide efficiencies to the GSD during this design phase, we have assumed that the investigation work will be performed in conjunction with our regular Phase-1 construction progress meetings. The investigative work at each area will be coordinated with the demolition work so that testing can progress during construction as hidden conditions are uncovered and safe access is provided. The additional investigation will generally comprise the following:

- Visual and tactile surveys will be performed at the lower flight slab, concrete beams and columns beneath the platform, concrete columns beneath the middle flight, and concrete foundation walls. The exposed slab surfaces will be sounded to locate delaminations due to corrosion of embedded reinforcing steel.
- Various NDT methods will be utilized to evaluate hidden conditions as follows:
 - Surface Penetrating Radar (SPR) will be used to identify reinforcing steel placement and cover depths in the concrete members beneath the platform that are intended to remain.

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services
WDP Project No. 21060
September 29, 2021
Page No. 7



- Corrosion Potential may be evaluated in areas of the slab of the lower flight where delaminations are not present in accordance with ASTM C876, "Standard Test Method for Corrosion Potentials of Uncoated Reinforcing Steel in Concrete."
- Concrete samples will be taken and tested in accordance with ASTM C1152, "Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete," to determine the presence of chlorides in the concrete. Chlorides can be introduced into concrete during batching from contaminated sand, water, or through admixtures. In service chloride contamination results primarily from deicing treatments.
- Concrete cores will be taken at select locations where structural concrete members are intended to remain, and petrographic analysis of hardened concrete will be performed in accordance with ASTM C856, "Standard Practice for Petrographic Examination of Hardened Concrete." It is anticipated that two cores will be submitted for petrographic analysis to assess the properties of the concrete matrix and to identify if an integral waterproofing material was placed into the concrete or other potential material issues that would be detrimental to in service durability.
- Concrete cores will also be tested for concrete compressive strength in accordance with ASTM C42, "Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete." It is anticipated that twelve cores will be tested.
- Concrete pH will be assessed on concrete cores used for compressive strength testing with a universal pH indicating solution to assess concrete carbonation profile from the exterior surface of the slab. Carbonation of concrete in service reduces the ability of the concrete matrix to protect embedded reinforcing steel from corrosion.
- Exploratory openings will be performed to investigation the extent of reinforcement corrosion at locations of known water leakage through the concrete slab and beams. It is anticipated that five openings will be required.
- Visual and tactile surveys will be performed at the structural steel beams to document their actual sizes and to document the extent of corrosion and section loss.
- WDP will engage a qualified testing agency to perform chemistry and hardness testing on the existing steel beams and columns to verify the weldability of the existing steel. It is anticipated that two sets of tests will be performed and will include the following:

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services
WDP Project No. 21060
September 29, 2021
Page No. 8



- Chemistry: Identification of the percentage of the following elements within the steel: Carbon, Manganese, Chromium, Molybdenum, Vanadium, Nickel, Copper, and Silicon using Optical Emission Spectroscopy in accordance with ASTM E1.
- Hardness: Rockwell or Brinell hardness of the existing steel will be evaluated utilizing in-situ methods in accordance with ASTM E110, "Standard Test Method for Rockwell and Brinell Hardness of Metallic Materials by Portable Hardness Testers."

Any contractor assistance required for the additional investigation will be provided by the Phase-1 contractor and will be included in the phase-1 project scope. To provide efficiencies to the design process, we have assumed that our findings will be summarized and included in our regular Phase-1 construction site visit reports.

Design Coordination

It is anticipated that WDP will participate in regular design review meetings to keep the GSD updated and integrated with the design process. To provide efficiencies to the design process, we have assumed that the design progress meetings with the GSD will be scheduled for the same days as the phase-1 construction progress meetings. At key milestones during the demolition and investigation work, the design progress meetings will be treated as a "scoping" meeting where WDP will present the latest observations from the field and discuss relevant additions or changes to the phase-2 repair project scope to ensure the project team agrees with the repair approach.

It is anticipated that two design submissions will be provided ahead of the official bid document submission: a schematic level design for review by the Capitol Building Commission and a 95% Design Submission.

Our Contract Documents will include a full Project Manual, Bid Documents, and Drawings including both structural and architectural repair plans, elevations, sections, and details. Based on the complexity of removing the top off an occupied structure, our design will incorporate requirements for access, egress, and temporary protection.

The following outlines the anticipated coordination with various State agencies as the design progresses:

- State Historical Preservation Office (SHPO)

It is our anticipation to integrate SHPO into the design process and have representatives from SHPO attend the "scoping" meetings when necessary to

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services
WDP Project No. 21060
September 29, 2021
Page No. 9



ensure they are kept abreast of the scope of the project and anticipated historic preservation approach. The 95% Construction Documents will be provided to SHPO for formal review. For the purposes of this proposal, it is assumed that there will be additional coordination with SHPO to include time to address any comments that are received.

- *Capitol Building Commission (CBC)*
WDP will provide a Schematic level design for review by the CBC. WDP will also develop a formal presentation and present the project to the CBC. It is anticipated that an off-cycle CBC meeting will be required based on the project schedule to allow review and comment by the CBC within the proposed design and construction schedule.
- *Fire Marshal Review*
WDP will meet with the State Fire Marshal's Office to present the scope of work at the 95% design development phase for review and comment. Any feedback received from the Fire Marshal will be incorporated into the Construction Document submission. WDP will also submit the Plan Review Permit for the review of these documents and cover the fee associated with this review. For the purposes of this proposal, it is assumed that the plan review fee will be \$1,000.

Construction Document Submission

WDP will submit Construction Documents signed and sealed by a Professional Engineer licensed in the State of West Virginia which will include modifications based on feedback and comments received from the 95% submission. The Construction Documents will be submitted electronically as Adobe PDF files, and three (3) sets of hard copies will be provided to the GSD solely for the GSD's use.

Anticipated Design Schedule

The following is the proposed design schedule for the development of the Contract Documents:

Schematic Level Submission to CBC	End of April 2022
Presentation to CBC	May 2022
Submit 95% Construction Documents to GSD, SHPO & Fire Marshal	Within two (2) weeks of completion of all Phase-1 Additional Investigation work
Submit Construction Documents	Within two (2) weeks of receiving comments on Drawings and Specifications

Given this anticipated schedule, and assuming that bidding and award of both construction contracts based upon the submitted Construction Documents will each



take approximately two months and that construction administration will have a total duration of 13 months for both phases, **WDP requests to extend our Fixed Period Contract 762 calendar days, from May 29, 2021 to June 30, 2023, to cover all services through the financial completion of the construction contract for which these design services are being undertaken.**

Task 5. Phase-2 Bid Assistance

Upon completion of the final Construction Documents, WDP will assist the GSD with evaluating and selecting a qualified general contractor to perform the work. At the request of the GSD, WDP will issue the final Contract Documents to seven (7) plan houses provided by the GSD. As part of the bidding process, WDP staff will attend a mandatory pre-bid meeting on-site to discuss the project and collect questions on the bid set from the potential bidders. Upon completion, WDP will prepare pre-bid meeting minutes to summarize the discussions to include written clarification of any questions from the potential bidders. WDP's staff will also review questions submitted in writing from the potential bidders and prepare any appropriate addenda necessary for the contract. WDP will submit pre-bid meeting minutes and any addenda for the GSD to submit to the WV State Purchasing Division for issuance to bidders. WDP will provide draft AIA A201 contract documents to Client for signature by Owner and Contractor prior to award of contract for construction.

Task 6. Phase-2 Construction Administration

WDP will provide Construction Administration Services during the Construction Phase of the project to include conducting preconstruction meetings, attendance at progress meetings, reviewing submittals and shop drawings, responding to RFIs, performing construction observations, reviewing pay applications and change orders, and performing project closeout responsibilities. Based on the complexity of the project and the nature of the work, it has been our experience that we will need to be more intimately involved in the construction phase than is typically undertaken by the Designer of Record for new construction projects. WDP will be closely involved in the repairs to evaluate unforeseen conditions and provide additional guidance as needed to ensure successful execution of the project.

For the purposes of this proposal, we have assumed that these services will be provided for a period of eight months beginning when the Notice to Proceed is issued to the successful bidder. Construction administration services will begin prior to the Contractor mobilization of the site as additional coordination and submittal reviews will be required prior to the start of work. Construction Administration Services performed beyond the anticipated eight months will be considered Additional Services.

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services
WDP Project No. 21060
September 29, 2021
Page No. 11



FEES AND PAYMENTS

The following fees are for the performance of the Work as listed in the Scope of Services above. Invoicing will be monthly, based upon percentage of progress completion of each Task. The fees listed in this Fees and Payments section do not cover any Additional Services or any other services which are stated as excluded from the contract or are not specifically described as part of the Work listed in the Scope of Services above. Services will be provided on a lump sum basis. Travel and other reimbursable expenses are excluded and will be submitted for compensation as a reimbursable expense in accordance with § 11.8 of the Contract.

Task 1 – Development of Phase-1 Contract Documents

Principal	60 hrs	@ \$ 258.00 /hr	= \$ 15,480.00
Senior Engineer I / Architect I	140 hrs	@ \$ 170.00 /hr	= \$ 23,800.00
Staff Engineer II / Architect II	168 hrs	@ \$ 130.00 /hr	= \$ 21,840.00
Senior CAD Operator	160 hrs	@ \$ 100.00 /hr	= \$ 16,000.00
Project Assistant	16 hrs	@ \$ 67.00 /hr	= \$ 1,072.00
Fire Marshall Review			= \$ 1,000.00
Subtotal			\$ 79,192.00

Task 2 – Phase-1 Bid Assistance

Principal	16 hrs	@ \$ 258.00 /hr	= \$ 4,128.00
Staff Engineer II / Architect II	36 hrs	@ \$ 130.00 /hr	= \$ 4,680.00
Plan Room Fees			= \$ 1,000.00
Subtotal			\$ 9,808.00

Task 3 – Phase-1 Construction Administration

Principal	40 hrs	@ \$ 258.00 /hr	= \$ 10,320.00
Senior Engineer I / Architect I	200 hrs	@ \$ 170.00 /hr	= \$ 34,000.00
Staff Engineer II / Architect II	360 hrs	@ \$ 130.00 /hr	= \$ 46,800.00
Senior CAD Operator	120 hrs	@ \$ 100.00 /hr	= \$ 12,000.00
Subtotal			\$ 103,120.00

Task 4 – Development of Phase-2 Contract Documents

Principal	60 hrs	@ \$ 258.00 /hr	= \$ 15,480.00
Senior Engineer I / Architect I	200 hrs	@ \$ 170.00 /hr	= \$ 34,000.00
Staff Engineer II / Architect II	240 hrs	@ \$ 130.00 /hr	= \$ 31,200.00
Senior CAD Operator	160 hrs	@ \$ 100.00 /hr	= \$ 16,000.00
Project Assistant	20 hrs	@ \$ 67.00 /hr	= \$ 1,340.00
Fire Marshall Review			= \$ 1,000.00
Subtotal			\$ 99,020.00

Task 5 – Phase-2 Bid Assistance

Principal	16 hrs	@ \$ 258.00 /hr	= \$ 4,128.00
Staff Engineer II / Architect II	36 hrs	@ \$ 130.00 /hr	= \$ 4,680.00
Plan Room Fees			= \$ 1,000.00
Subtotal			\$ 9,808.00

West Virginia State Capitol North Stair Repair
Additional Services for Two-Phase Design and Construction Phase Services

WDP Project No. 21060

September 29, 2021

Page No. 12



Task 6 – Phase-2 Construction Administration

Principal	64 hrs	@ \$ 258.00 /hr	= \$ 16,512.00
Senior Engineer I / Architect I	320 hrs	@ \$ 170.00 /hr	= \$ 54,400.00
Staff Engineer II / Architect II	576 hrs	@ \$ 130.00 /hr	= \$ 74,880.00
Senior CAD Operator	192 hrs	@ \$ 100.00 /hr	= \$ 19,200.00
Subtotal			\$ 164,992.00
Total Estimated Fee			\$ 465,940.00

ADDITIONAL SERVICES

Experience indicates that certain additional items of work may be required or necessary which WDP cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions of "Fees and Payments" for the performance of the Work. Furthermore, the performance of these items is not included in the Work unless the item is expressly described as part of the Work in the preceding Scope of Services section. These additional items of work ("Additional Services") are caused by many factors, usually at the discretion of the Client. They may also be caused by the reviewing agency of Client, variance/deviation from present policies and standards, or reviewing governmental agencies. "Additional Services" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Services.

We thank you for the opportunity to provide our services and look forward to working with you on this project.

Respectfully submitted,

WDP & Associates Consulting Engineers, Inc.

Rex A. Cyphers, P.E.
Principal



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
State Capitol

Charleston, West Virginia 25305

Allen L. McVey
Cabinet Secretary

Gregory L. Melton
Director

APPROVED
[Signature]
9/29/21

MEMORANDUM

To: Melissa Pettrey, Senior Buyer, State Purchasing Division
From: Cody Taylor, Procurement Specialist, General Services Division
Date: September 14, 2021

Cody Taylor

Ref: Change Order #1 – CPO 0211 GSD2100000024 – North Portico Stairs Failing Concrete Slab Investigation and Design Project

Melissa:

Please accept this memorandum as our explanation and justification for our request for a Change Order (#1) to our contract (CPO 0211 GSD2100000024) with WDP & Associates (the "Engineer") for investigation and design services for the North Portico Stairs Failing Concrete Slab Project. Per the documentation attached here and to the Header of the wvOasis procurement document, we are requesting an extension of 762 calendar days and an increase of \$465,940.00, both to cover Additional Services for continued design of the emergency repairs based upon having completed the initial investigative and reporting phase. It should be noted that mechanical design will be accomplished after initial demo/construction phase and added in as an additional service.

As described in Tasks 4 and 5 of the original contract, the scope of design phase and construction phase services was contingent upon data gathered during the base contract's investigative Phase 1. Now that the first phase is complete, we are able to prepare a reasonable path forward to completing the repairs, and WDP's attached proposal details that plan. Their findings will be used to generate construction documents, from which we will solicit competitive bids for construction, and then WDP will administer two construction project (at this time assumed to be for a duration of 13 months) through to final completion. Their proposal, totaling \$465,940.00 is comprised of quantified hours based upon the original contract's Exhibit B hourly rate schedule, as indicated in Section 11.3 of the original B101-2017 Agreement, plus several required project-related expenses (approved for inclusion in Section 11.8 of the B101): fire marshal review fees and fees required by the various plans houses to make plans available to bidders. We have reviewed these quantities and costs and find them reasonable, considering the current estimates for the impending construction repair project.

Our original contract was awarded as a Centralized Purchase Order, with a Fixed Period for completion of its initial phase. We are mutually requesting with WDP an extension of 762 calendar days, effective from the day following the current contract end date of 5/29/2021 to a new contract end date of 6/29/2023. We anticipate that WDP will meet its schedule and provide draft construction documents by mid-September, and that we will provide our review of them in such a manner that we will be submitting a requisition for competitive bidding by mid-October.

Original Contract Award Amount =	\$49,340.00
Change Order #1 Increase Requested =	\$465,940.00
New Contract Amount =	\$515,280.00

Please make this increase effective 5/29/2021, and make the extension effective 5/29/21 to 6/29/2023.

We understand that this increase request greatly exceeds the normally allowable 10% in aggregate overall from original award amount, but the increase was intuited by the language and terms of the original contract, and nothing about the additional services strays from the original objective of the design contract. Specifically, the original contract with WDP laid out the method by which these additional services would be added, based upon findings derived from performance of the contract's original scope. Subjecting this additional costs to any further competitive solicitation would ignore the original contract language and intent, would jeopardize the speed with which we could address the repairs (i.e. both by the procurement lead time and the time it would take an alternative vendor to understand the requirements for design), and would minimize the effectiveness of the State's resources already expended with this current vendor.

Please notify of me if you require additional information and/or documentation to complete the processing of this change order.

Thank you for your timely consideration of this request.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WDP & Associates Consulting Engineers, Inc. (WDP)

Authorized Signature: [Signature] Date: 08/18/2021

State of Virginia

County of Albemarle, to-wit:

Taken, subscribed, and sworn to before me this 18 day of August, 2021.

My Commission expires August 31, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC

Katrina Elisabeth Dalton

KATRINA ELISABET DALTON
NOTARY PUBLIC
REGISTRATION # 7633735
COMMONWEALTH OF VIRGINIA

Purchasing Affidavit (Revised 01/19/2018)

You are viewing this page over a secure connection. Click [here](#) for more information.

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

WDP & ASSOCIATES CONSULTING ENGINEERS, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	4/9/2003		4/9/2003	Foreign	Profit			

Organization Information			
Business Purpose	5413 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Architectural, Engineering and Related Services (landscape architects, drafting, geophysical mapping, testing labs)		Capital Stock
Charter County	Summers	Control Number	55135
Charter State	VA	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	209 WEST WASHINGTON STREET CHARLESTON, WV, 25302
Mailing Address	10621 GATEWAY BLVD SUITE 200 MANASSAS, VA, 20110 USA
Notice of Process Address	CORPORATION SERVICE COMPANY 209 WEST WASHINGTON STREET CHARLESTON, WV, 25302
Principal Office Address	10621 GATEWAY BLVD SUITE 200 MANASSAS, VA, 20110 USA
Type	Address

Officers	
Type	Name/Address
Director	A. RHETT WHITLOCK 4842 HIGHWAY 17 BUSINESS MURRELLS INLET, SC, 29576
Director	GERALD A. DALRYMPLE 10621 GATEWAY BLVD SUITE 200 MANASSAS, VA, 20110
President	A. RHETT WHITLOCK 4842 HIGHWAY 17 BUSINESS MURRELLS INLET, SC, 29576
Secretary	J ERIC PETERSON 10621 GATEWAY SUITE 200 MANASSAS, VA, 20110
Treasurer	GERALD A. DALRYMPLE 10621 GATEWAY SUITE 200 MANASSAS, VA, 20110
Type	Name/Address

Name Changes	
Date	Old Name
6/11/2015	WHITLOCK DALRYMPLE PETERSON & ASSOCIATES, INC.

5/18/2015	WHITLOCK DALRYMPLE POSTON & ASSOCIATES, INC.
3/18/2013	WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C. INC.
12/30/2008	WHITLOCK DALRYMPLE POSTON & ASSOCIATES, INC.
Date	Old Name

Date	Amendment
6/11/2015	NAME CHANGE: FROM WHITLOCK DALRYMPLE PETERSON & ASSOCIATES, INC.
5/18/2015	NAME CHANGE: FROM WHITLOCK DALRYMPLE POSTON & ASSOCIATES, INC.
3/18/2013	NAME CHANGE: FROM WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C. INC.
12/30/2008	AMENDMENT FILED CHANGING NAME FROM WHITLOCK DALRYMPLE POSTON & ASSOCIATES, INC.
Date	Amendment

Annual Reports
Filed For
2021
2020
2019
2018
2017x
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2006

2005
2004
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Monday, October 4, 2021 — 10:17 AM

© 2021 State of West Virginia